

**AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF PERU
CONCERNING
HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS**

Whereas, the Department of Defense of the United States of America and the Ministry of Defense of Peru, hereinafter referred to as the "Parties," have agreed to consider an exchange of health care, and

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities in the United States may be furnished without cost to foreign military members and their accompanying dependents in the United States; provided, that the foreign military member's Government makes available comparable care for a comparable number of United States military members and their dependents in its country, and

Whereas, the Parties have determined that appropriate conditions exist to assure that comparable numbers will be made available by each Party, and

Whereas, the Military Departments of the United States Department of Defense have agreed to make available the health care specified in this Agreement, subject to their regulations and the availability of funds,

Now, therefore, the Parties agree as follows:

SECTION I

GENERAL

1. This Agreement applies to military members and their dependents of the United States and Peru who are in each other's country at the official invitation of the receiving Government, or who are in each other's country as crew of visiting military aircraft or military vessels which land at each other's airfields or dock in each other's ports on official military business.

2. Definitions:

a. "Dependents" is defined to include:

- i. Spouse. A person who, based on the laws of the military member's country, is considered to be the lawful wife or husband of the military member.

ii. Dependent child. The child of a military member who depends on the military member for support, as defined by the regulations of the Party receiving the care.

b. Subsistence surcharge. A charge for meals consumed in a Department of Defense military treatment facility.

3. Requirements for identification and proof of eligibility by persons requesting health care under this Agreement shall be as prescribed by the Party furnishing the care.

SECTION II

HEALTH CARE TO BE MADE AVAILABLE BY THE UNITED STATES

The Department of Defense of the United States shall make available in its military medical facilities in the United States:

1. For military members, outpatient and inpatient care in Department of Defense medical and dental facilities, without cost (except for a subsistence surcharge, if applicable);

2. For dependents:

a. Outpatient and inpatient medical care in Department of Defense medical facilities, without cost (except for a subsistence surcharge, if applicable); and

b. Dental care in Department of Defense medical and dental facilities, without cost, to the same extent that such care is made available within the United States to dependents of United States military members.

3. The Department of Defense shall ensure that military members or their dependents receiving care in a Department of Defense medical treatment facility or a designated civilian hospital or clinic shall receive a copy of the care provided and any follow-on treatment plan for their medical record.

4. Additionally, no more than six officers and their dependents assigned to the Inter-American Defense Board and the Inter-American Defense College are covered by this agreement. The senior defense military attaché will select those eligible for care.

SECTION III

HEALTH CARE TO BE MADE AVAILABLE BY PERU

1. The Ministry of Defense of Peru shall make available medical and dental outpatient and inpatient care for United States military members and dependents in military medical institutions of the Ministry of Defense, without cost (except for a subsistence surcharge, if applicable).

2. Ministry of Defense of Peru shall ensure that United States military members or their dependents receiving care in a Peruvian medical treatment facility or a designated civilian hospital or clinic shall receive a copy of the care provided and any follow-on treatment plan for their medical record.

SECTION IV

DISPUTE RESOLUTION

1. Questions relating to the implementation or interpretation of the provisions of this Agreement shall be referred for mutual resolution to the Assistant Secretary of Defense for Health Affairs for the Government of the United States, and the Minister of Defense for Peru.

2. No disputes or disagreements over implementation or interpretation of this Agreement shall be referred to third parties or international tribunals for review or resolution.

SECTION V

TERMS

1. This Agreement shall enter into force ninety days after the date of last signature and shall remain in effect for three years unless sooner terminated by either Party by giving at least ninety days written notice to the other Party.

2. The Agreement may be amended by mutual agreement, by an exchange of letters between the Representatives of the Parties.

3. IN WITNESS THEREOF, the duly authorized officials of the two Parties have signed this Agreement as of the dates indicated below.

For the Department of Defense
of the United States of America:

William H. Hensley
Assistant Secretary of
Defense for Health Affairs
Signed at Washington, D.C.
13 March, 2006

For the Ministry of Defense
of Peru:

[Signature]
Minister of Defense
Peruvian Naval Attache
Signed at Washington D.C.
15 May, 2006